

Request for Proposals



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

ADVERTISED DATE: May 26, 2005

RFP Title: DRUG & ALCOHOL TESTING

RFP Number: 05-002 PR

Due Date: June 28, 2005- 2:00 P.M.

Buyer: Paul Russell, paul.russell@metrokc.gov, 206-684-1054

Proposals are hereby solicited and will **ONLY** be received by:

King County Procurement Services Section
Exchange Building, 8th Floor
M/S EXE-ES-0871
821 Second Avenue
Seattle, WA 98104-1598

Office Hours: 8:00 a.m. - 5:00 p.m.
Monday - Friday

Contract Number: _____

Contractor: _____

Federal Tax ID: _____

Requesting Dept.: _____

Amount: _____

Fund Source: _____

Duration: _____

To: _____

Services Provided: _____

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

CONTRACT

THIS CONTRACT, made this _____ Day of _____, 2005, by and between King County, Washington, (hereinafter "County") and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No.:

Contract Title: Drug & Alcohol Testing

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its Proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to Provide the goods and Services in accordance with the Contract's terms, Specifications and Proposal documents;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price Provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; **[1]** Contract Amendments; **[2]** the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Scope of Work, Attachments, Contractor Registration Form, B) Contract Price, C) Domestic Partners Benefits "Declaration" Form, D) Personnel Inventory Report, E) Affidavit and Certificate of Compliance, **M)** Consultant Disclosure Form, **N)** 504/ADA Assurance of Compliance, O) Contractor's Insurance Forms, and **[3]** RFP Addenda; **[4]** Request for Proposals; **[5]** Best and Final Offer; **[6]** the proposal.

COMPANY NAME: _____

ACCEPTED BY: _____

KING COUNTY APPROVED BY: _____

Authorized signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

DATE ACCEPTED: _____

DATE APPROVED: _____

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DEFINITION OF WORDS AND TERMS

Words and terms Shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms Shall have the meanings indicated. The meanings Shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance: Formal action of the County in determining that the Contractor's Work has been completed in accordance with the Contract.

Administrative Change: Documentation provided by County to Contractor, which reflects internal King County procedures not affecting the Contract terms or Scope of Work.

Act of Nature: A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the Contract documents issued by the County during the Proposal period and prior to the date and time established for submittal of Proposals.

Breath Alcohol Technician (BAT): An individual who meets all qualifications identified in 49 CFR Part 40, instructs and assists individuals in the alcohol testing process and operates an EBT.

Best and Final Offer: Best and Final Offer Shall consist of the Proposer's revised Proposal and any supplemental information requested during the evaluation of Proposals. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last govern.

Buyer: Individual designated by King County to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Order: Written order issued by the County, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Services or Work under the Contract as set forth on Page i of this document.

Contract Administrator: The individual designated by the County to administer the Contract and be the Contractor's primary point of contact. The Contract administrator Will approve orders, receipts, invoices and document the Contractor's performance. This Person may be the Project Manager.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services under the Contract.

Contract Period: The period of time during which the Contractor Shall perform the Services or Work under the Contract.

Contract Time: Number of calendar Days and/or the intermediate and final completion dates stated in the Contract documents for the completion of the Work specified herein.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, Contracting with the County for the performance of Services or Work under the Contract.

Contractor's Representative: The individual designated in writing by the Contractor to act on its behalf under this Contract.

Cost Analysis: The review and evaluation of the separate cost elements and proposed profit of the Vendor's/Contractor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County Will examine to determine the Proposers understanding of the requirements; technical, business and management approach; key Personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.

Competitive Range: The Competitive Range consists of the Proposers that have a reasonable chance of selection for contract award. The Proposal Evaluators (PE) shall conduct the initial evaluation of the proposals considering price and Evaluation Factors established in the RFP. The Buyer and Project Manager/PE together shall compare the evaluations and determine the Competitive Range. The Competitive Range may be reduced after the evaluation of additional information, Best and Final Offers and negotiations.

Day: Calendar Day.

Department of Licensing (DOL): Washington State Department of Licensing

Designated Employer Representative (DER): An individual identified by King County as able to receive communications and test results from MRO and/or BAT and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

Documentation: Technical publications relating to the use of the Software/Services to be Provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to King County.

Enhancement: Technical or functional additions to the Software to improve Software Functionality and/or operations. Enhancements are delivered with new releases of the Software.

Error: An unanticipated Software problem resulting in program behavior not following the Software's logical design and/or Contractor's Documentation.

Executive: King County Executive

Final Acceptance: The point when King County acknowledges that the Contractor's Software works according to the Contract.

Fix: The repair or replacement of source or object or executable code versions of the Software to remedy an Error.

Medical Review Officer (MRO): A medical doctor who not only has knowledge of substance abuse disorders, but who also has been trained to interpret and evaluate laboratory test results in conjunction with an employee's medical history. A medical review officer verifies a positive test result by reviewing a laboratory report and an employee's unique medical history to determine whether the result was caused by the use of prohibited drugs or by an employee's medical condition.

Month: The period commencing on the first Day of a calendar Month and ending on the first Day of the next succeeding calendar Month.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

Program Manager: The individual designated by the County to manage the program on a daily basis and who may represent the County for Contract administration.

Proposal Evaluators (PE): Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score the Proposals and make recommendations.

Proposed Work Change (PWC): A written document issued by the Project Manager, or his/her designee, to the Proposer identifying contemplated changes in the Work and requesting a price estimate from the Contractor; such a document Shall not be interpreted or construed to constitute a Change Order.

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Proposal to perform the Work.

Proposer's Representative: The individual designated in writing by the Proposer to act on its behalf under this Contract.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

RFP: Request for Proposals. Also known as the solicitation document.

Services: The furnishing of labor, time or effort by a Contractor, not involving the delivery of any specific end product. Work performed to meet a demand, especially Work not connected with a manufacturing process.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of Services to be performed or of the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information which is submitted to the Project Manager in accordance with the Technical Specifications.

Subsection: For reference or citation purposes, Subsection Shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator

Transit Contractor: King County transit contractors holding contracts for subcontracted transportation services.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all Services specified under this Contract, including Contract Changes and settlements.

1 SECTION - PROPOSAL PREPARATION

1.1 Introduction

This is an indefinite quantities contract to provide alcohol and drug testing services (hereinafter referred to as "Work") for King County employees, transit contractors, and prospective employees. The testing allows the County to comply with federal regulations, DOT 49 CFR Part 40 rules and procedures, and "other alcohol and drug misuse prevention rules under DOT as may apply to King County" wherever there is a reference to FTA, FMCSA and DOT regulations. Signing a contract, does not guarantee that the contractor will receive any work. In addition, King County is not giving the contractor the exclusive right and legal obligation to fill all of the governments needs for work of the kind described in this document. The County reserves the right to contract with any other entity for the services described herein.

King County is soliciting proposals to provide Alcohol and Drug Testing Services for the entire County and its' transit contractors, in accordance with the specifications in this Section, terms and conditions contained herein. Transit contractors, if they choose to utilize this contract, shall be responsible for administering their own program and employees that are subject to testing under the Contract.

King County may award to a single contractor for Laboratory, Medical Review Officer (MRO) and Collection Sites or may split the award to a Laboratory contractor and a Medical Review Officer (MRO) / Collection site contractor, which ever is in the best interest of the county.

1.2 Proposal Submission

- A. Proposals shall contain all required attachments and information, be sealed and submitted to the County (hereinafter "County"), Procurement and Contract Services Section, Mailstop EXC-ES-0871, Eighth Floor, Exchange Building, 821 Second Avenue, Seattle, Washington 98104-1598 no later than 2 p.m. Seattle time on proposal submittal date.

Note: This RFP is available on the Web at <http://www.metrokc.gov/finance/procurement> and by choosing the "RFPs, RFQs, ITBs" menu tab, then click the "New" menu tab, then click on "goods & Services", and look for RFP 05-002 pr. Persons who copy the document from the Internet shall inform the buyer that they have received the document. If they fail to inform the buyer Paul Russell, they shall not be notified of Addenda as issued. All Addenda shall be referenced in the Contractor Registration Form (Attachment A).

Each proposal shall include a completed Contractor Registration Form, Attachment A signed by an authorized representative of the Proposer.

1.3 Addenda

Each 'Contractor Registration Form', Attachment A, shall include acknowledgment of receipt and review of all Addenda issued during the proposal period.

At any time, if the County changes, deletes, revises, clarifies, increases, or otherwise modifies the RFP, the County shall issue a written Addendum to the RFP.

In considering which firms to notify by Addendum, the County shall consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

- A. If proposals are not yet due, the Addendum shall be sent to all firms that have received the RFP or acknowledged receipt of the RFP from the web site. (See Subsection 1-2 Proposal Submission, for location of Addenda on King County Web.)

- B. If the time for receipt of proposals has passed, the Addendum shall be sent only to Proposers with proposals submitted on time to the County.
- C. If the proposals have been evaluated, only those proposals determined to be within the Competitive range shall receive an Addendum.
- D. The County reserves the right to extend the proposal submission period or may cancel the original RFP and may issue a new one, regardless of the stage of the procurement process. The new solicitation shall be issued to all firms originally solicited and to any firms added to the Proposers list.

1.4 Questions and Interpretation of the RFP

No oral interpretations as to the meaning of the RFP shall be made to any Proposer. Questions, requests for interpretation, clarification, addition or deletion of technical or contractual terms shall be submitted to the Buyer identified in Subsection 1-6, at least ten (10) Days before the date established for submitting proposals. Any interpretation or change deemed necessary by the County shall be in the form of an Addendum to the RFP. Addenda will be processed in accordance with Solicitation subsection 1-3 Addenda.

Proposers shall not rely upon any oral statements or conversations with County employees whether at the preproposal conference or elsewhere.

To facilitate and develop appropriate RFP Addenda answering questions and modifying the RFP, questions should be submitted in the following format:

No	Location in RFP	Details of the question or suggestion.
1	Contract subsection 4-5 second sentence.	

1.5 Schedule

Day/Month/Year Event

May 26, 2005 Public announcement of Request for Proposals
 June 17, 2005 Last questions due, in writing, per Subsection 1-8
 June 20, 2005 Letter of Intent per Subsection 1-7
 June 28, 2005 Proposals due per Subsection 1-2
 July 1, 2005..... Evaluation/Negotiation of Proposals begins.

During evaluations/negotiations, firms with Proposals judged unacceptable Will be notified that they Will not be considered further.

*August 20, 2005 Public announcement of Award

*September 1, 2005.. Start of Contract

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1.6 Inquiries

Inquiries concerning the procurement process Shall be directed to the Buyer Paul Russell at e-mail: paul.russell@metrokc.gov or at phone number (206) 684-1054 or FAX number (206) 684-1470 or in writing to the County's Procurement & Contract Services Section, Eighth floor, Exchange Building, Mailstop EXC-ES-0871, 821 Second Avenue, Seattle, Washington 98104-1598. . While the County requires the proposals be delivered in hard copy in accordance with Subsection 1-2 Proposal Submission, the County prefers to receive all inquires and questions via email.

Communications concerning this procurement, with other than the listed County staff may cause the firm to be subject to disqualification by the Manager of Procurement Services or designee.

1.7 Letter of Intent

A Letter of Intent is due by June 20, 2005 at paul.russell@metrokc.gov Prospective Proposers are strongly encouraged to submit by email to the Buyer, a Letter of Intent. The Letter of Intent does not bind the prospective Proposer to submit a proposal.

1.8 Interpretation of Proposal and Contract Documents

No oral interpretations as to the meaning of the RFP Will be made to any Proposer. Requests for a written interpretation Shall be made in writing and delivered or faxed or e-mailed to the Buyer at the County's Procurement Services Division at the address indicated in Section 1-6 at least ten (10) Days before the date established for submitting Proposals.

Proposers shall not rely upon any oral statements or conversations with County employees at the preproposal conference. Any interpretation deemed necessary by the County shall be in the form of an addendum to the RFP and when issued shall be delivered as promptly as is practicable to all parties to whom the RFP has been issued. Addenda will be processed in accordance with, Subsection 1-3.

1.9 Examination of Proposal and Contract Documents

The submission of a Proposal Shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any Work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and Services to be Provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, Work sites, statutes, regulations, ordinances or resolutions Shall in no way relieve the Proposer from any obligations with respect to it's Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation Will be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, Work sites, statutes, regulations, ordinances or resolutions.

1.10 Cost of Proposals

The County is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of proposals submitted in response to this RFP.

1.11 Modification or Withdrawal of Proposals Prior to Submittal Date

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a Person with authority as identified in Attachment A, Proposal Response Form. All Proposal modifications Shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

1.12 Errors and Administrative Corrections

The County Will not be responsible for any Errors in Proposals. Proposers Will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County. The County reserves the right to request an extension of the Proposal period from a Proposer or Proposers.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative Errors or irregularities, such as Errors in typing, transposition or similar administrative Errors.

1.13 Prompt Payment Discount

Proposals offering a prompt-payment discount for payments made within twenty (20) calendar Days Will be evaluated at the discounted price.

1.14 Postponement or Cancellation of Request for Proposal

The County reserves the right to cancel the RFP or change the date and time for submitting Proposals.

1.15 Compliance with RFP Terms and Attachments and Addenda

- A. The County intends to award a Contract(s) based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit proposals, which respond to the requirements of the RFP.
- B. Proposers shall submit proposals, which respond to the requirements of the RFP. Proposers are strongly advised to not take exceptions to the terms, conditions, attachments and addenda; exceptions may result in rejection of the proposal. An exception is not a response to a proposal requirement. If an exception is taken, a "Notice of Exception" must be submitted with the proposal. The "Notice of Exception" must identify the specific point or points of exception and Provide an alternative. The County may, at its sole discretion, determine that a proposal with a "Notice of Exception" merits evaluation. A proposal with a "Notice of Exception" not immediately rejected may be evaluated, but its Competitive scoring may be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Proposer if the County determines that the proposal continues to be advantageous to the County.
- C. The County reserves the right to reject any proposal for any reason including, but not limited to, the following –
 - Any proposal, which is: a) incomplete, b) obscure, c) irregular or d) lacking necessary detail and specificity;
 - Any proposal that has any a) qualification, b) limitation, c) exception or d) provision attached to the proposal;
 - Any proposal from Proposers who (in the sole judgment of the County) lack the a) qualifications or b) responsibility necessary to perform the Work;
 - Any proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
 - Any proposal, from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
 - Any proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County.
- D. The County may, at its sole discretion, determine that a proposal with a 'Notice of Exception' merits evaluation. A proposal with a 'Notice of Exception' not immediately rejected may be evaluated, but its Competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Proposer if the County determines that the proposal continues to be advantageous to the County.
- E. In consideration for the County's review and evaluation of its proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.

- F. Proposals shall address all requirements identified in this RFP. In addition, the County may consider proposal alternatives submitted by Proposers that Provide cost savings or enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal alternatives shall be clearly identified Proposal Requirements.

1.16 Proposal Content Requirements

- A. The Proposal Shall contain the following items and follow the exact sequence outlined below:

1. Executive Summary or Overview of Proposal (optional).
2. Proposals Shall respond to the RFP questions listed in section 7.
3. Contract: Sign the Contract, page 2 and submit with proposal.
4. Attachments:

Cover

Attachment A - Contractor Registration Form.

Attachment B - Price Proposal

Brochures, booklets or other sales material may be attached to the Proposals (optional).

Submit four (4) copies of the proposal and attachments with one (1) copy left unbound to facilitate reproduction. One original [marked ORIGINAL] shall have the official signatures. In addition Proposers are encouraged to e-mail a zipped copy of the proposal to the Buyer after the proposals have been opened.

- B. The following completed forms will be required from the selected contractor, prior to contract award, they are available at www.metrokc.gov/finance/procurement/forms.asp.

Attachment C Equal Benefit Worksheet and Declaration Form
http://www.metrokc.gov/finance/procurement/documents/U_042_EB_Worksheets_Declaration.doc

Attachment D Personnel Inventory Report – Complete, sign and submit.
http://www.metrokc.gov/finance/procurement/documents/IBISAttachments/ATTACHMENTD_Personnel_Inventory.doc

Attachment E Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity – Complete, sign and submit.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTE_CertificateOfCompliance.doc

Attachment M Consultant Disclosure Form
http://www.metrokc.gov/finance/procurement/documents/U_019_Consultant_Disclosure_Form.doc

Attachment N 504/ADA Assurance of Compliance – Complete and submit. Attachment
http://www.metrokc.gov/finance/procurement/documents/U_027_504_ADA_Compliance.doc

- C. Insurance and Endorsement Form

1.17 Collusion

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion Will be considered. The County's determination Shall be final.

1.18 Rejection of Proposals

- A. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following: any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity; any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work; any Proposal which is not approved as being compliant with the requirements for equal employment opportunity; any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County; and any Proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies.
- B. In consideration for the County's review and evaluation of its Proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

1.19 Proposal Price and Effective Date

- A. The proposal price shall include everything necessary for the prosecution and completion of Work under the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be Provided otherwise in this RFP. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the proposal price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price.
- B. In the event of a discrepancy between the unit price and the extended amount for a proposal item, the County reserves the right to clarify the Proposal.

The proposal shall remain in effect for 120 Days after the proposal due date.

1.20 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible and advantageous proposal, the County shall have the right, in its sole discretion, to extend the proposal due date to conduct any or all of the following with the Proposer: price analysis, clarifications, discussions or negotiations. The Proposer shall promptly Provide all pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single proposal; the County reserves the right to reject such proposal or any portion thereof.

1.21 Protest Procedures

- A. Form of Protest. In order to be considered, a Protest Shall be in writing, addressed to the Manager of the King County Procurement and Contract Services Division of the Department of Finance, and include:
 - 1. The name, address, and phone number of the Bidder or Proposer protesting, or the authorized representative of the Bidder or Proposer;
 - 2. The Invitation For Bid or Invitation To Bid ("IFB" or "ITB") or Request for Proposals ("RFP") Number and Title under which the Protest is submitted;

3. A detailed description of the specific grounds for protest and any supporting Documentation. It is the responsibility of the Protesting Bidder/Proposer to supplement its Protest with any subsequently discovered documents prior to the Manager's decision;
4. The specific ruling or relief requested; and

B. Who May Protest.

Protests based on Specifications. Any prospective Bidder/Proposer.

Protests following Bid submittal. Any Bidder or Proposer submitting a response to an ITB or RFP showing a substantial financial interest in the solicitation or award of any Contract.

- C. Time to Protest. Protests based on Specifications or other terms in the RFP or ITB document which are apparent on the face of said document must be received by the County no later than ten calendar Days prior to the date established for submittal of Bids/Proposals. The County must receive protests based on other circumstances within five calendar Days after the protesting Bidder/Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event Shall a Protest be considered if all bids are rejected or after award of the Contract.
- D. Determination of Protest. Upon receipt of a timely written Protest, the Procurement Manager Shall investigate the Protest and Shall respond in writing to the Protest prior to the award of Contract. Except as Provided below, the decision of the Procurement Manager Shall be final.
- E. Reconsideration of Manager's Decision. A financially interested Bidder or Contractor may request that a Manager's adverse decision be reviewed by the Director of the King County Department of Finance ("Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for protest and unavailable at the time of the Protest to the Manager; or (2) the Manager made an Error of law or regulation. The following procedures Shall be followed for a reconsideration of the Manager's decision:
 1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Director in writing and include:
 - a. Name, address, and telephone number of the Person protesting or their authorized representative;
 - b. A copy of the written decision of the Manager; and
 - c. Justification for a reconsideration by the Director, including all pertinent facts and law on which the Bidder or Proposer is relying.
 2. Time for filing Request for Reconsideration. The financially interested Bidder or Proposer must file the Request for Reconsideration no later than five calendar Days of receiving the Procurement Manager's decision.
 3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the Director or his/her designee Shall review (1) the information submitted to and reviewed by the Manager and (2) the decision of the Manager, and Shall thereafter issue a final determination regarding the Request for Reconsideration. No other information Will be reviewed unless the basis for the request for reconsideration is new data.
- F. Failure To Comply: Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the County.

1.22 Proposal Alternatives

Proposals Shall address all requirements identified in this RFP. In addition, the County may consider Proposal Alternatives submitted by Proposers that Provide Enhancements beyond the RFP requirements. Proposal Alternatives may be considered if deemed to be in the County's best interests. Proposal Alternatives must be clearly identified.

1.23 Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your proposal. If you have questions, or need additional information, please contact the King County ADA Coordinator, (206) 296-7706 or the Business Development and Contract Compliance Section Supervisor, (206) 205-0700.

1.24 Compliance With Section 504 Of The Rehabilitation Act Of 1973

For all contracts providing consulting, maintenance, training or other services, the Proposer shall complete a Disability Self-Evaluation Questionnaire, Attachment N. The 504/ADA Disability Assurance of Compliance will cover all programs and services offered (including any services not subject to this Contract) for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Proposer shall complete a 504/ADA Disability Assurance of Compliance within ten (10) Days after receiving written notice of selection. The Proposer shall retain a copy of the completed 504/ADA and submit to the Buyer the original final two (2) signed pages titled "504/ADA Disability Assurance of Compliance", which will be attached to the Contract.

2 SECTION - PROPOSAL EVALUATION AND CONTRACT AWARD

2.1 General

Proposals Will be evaluated and ranked by the Proposal Evaluators (PE) on the basis of the criteria established in this RFP. The PE Will evaluate the Proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request Best and Final Offers from one or more potentially acceptable Proposers remaining in the Competitive Range and determine which Proposal is the most advantageous to the County for Contract award. The PE recommendation is subject to review and approval.

2.2 Proposal Evaluation

- A. The PE shall evaluate each proposal using the criteria set forth in this RFP. If deemed necessary by the PE, written and/or oral discussions, site visits or any other type of clarification of proposal information may be conducted with those Proposers whose proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the PE and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The PE may find that a Proposer appears fully qualified to perform the Contract or it may require additional information or actions from a Proposer. In the event the PE determines that the proposal is not with in the Competitive Range the PE shall eliminate the proposal from further consideration.
- C. Upon completion of discussions, the PE may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised proposal with a Best and Final Offer, and a new submittal date and time.
- D. The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests.

The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories, and that King County is under no obligation to solicit such information if it is not included with the proposal. Failure by the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposer's proposal.

2.3 Evaluation of Responsiveness and Responsibility

Part of the evaluation process involves a determination of Responsiveness and Responsibility. The County may request that the Proposer Provide additional information, explanation and Documentation to be used in the determination. The requests for information can occur at any point in the evaluation process. The additional information Will normally be in the following subject areas:

A. Responsiveness

The County Will consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

The County Will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of

successfully completing contracts of this type. This may include requiring the Proposer to Provide references from customers who have been Provided the same or equivalent goods or Services. References Shall include the names and addresses of the parties to whom such goods or Services were Provided and the name and phone number of contact Persons with such parties.

The following elements Will be given consideration by the County in determining whether a Proposer is responsible:

1. the ability, capacity and skill of the Proposer to perform the Contract or Provide the service required;
2. the character, integrity, reputation, judgment and efficiency of the Proposer;
3. whether the Proposer has the financial resources and experience to perform the Contract properly and within the times specified;
4. the quality and timeliness of performance by the Proposer on previous contracts with the County and with other local governments and state and federal agencies, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims;
5. the previous and existing compliance by the Proposer with laws relating to public contracts or Services, including, but not limited to, Disadvantaged Business Enterprise (DBE) and equal employment opportunity requirements;
6. the history of the Proposer in filing claims and litigation on prior projects involving the County or on other public or private projects; and
7. such other information as may be secured having a bearing on the decision to award the Contract.

Proposers Shall furnish acceptable evidence of the Proposer's ability to perform, such as firm commitments by Subcontractors, equipment, supplies and facilities, and the Proposer's ability to obtain the necessary Personnel, when requested by the County. Refusal to Provide such information when requested Will cause the Proposal to be rejected.

C. Financial Resources

Submit proof of adequate financial resources which would be available to the Proposer for the prosecution and completion of the Work as required. Refusal to provide such information when requested shall cause the proposal to be rejected.

When requested, the required financial information shall include:

1. audited financial statements such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
2. Documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the Work called for hereunder;
3. certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the Work called for hereunder; and
4. the names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor.

5. Acceptable evidence of its ability to perform, such as firm commitments by Subcontractors, equipment, supplies and facilities, and the Proposer's ability to obtain the necessary personnel.

The PE may find that the Proposer appears fully qualified to perform the Contract or it may require additional information or actions from the Proposer. In the event the PE determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the PE Shall evaluate the qualifications of the next ranked Proposer for award of the Contract. A Proposer bypassed for award by the PE for whatever reason Shall have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

D. Financial Reporting

The Proposer Shall Provide a current copy of its Dun and Bradstreet report if requested by the County.

2.4 Evaluation Criteria

- A. The PE shall score each proposal on the completeness and adequacy of the Proposer's responses and on additional available relevant information. The Evaluation criteria, listed in the table below are weighted in accordance with the points available for their category and are the basis for evaluation of proposals.
- B. Although all elements of a proposal are important, certain aspects of the proposal will be more heavily considered than others, the points available for the various proposal question subsections indicate relative importance. The County will select the proposal(s) for award determined to be the "Best Value" for the County; therefore, the County is not required to select the proposal with the lowest cost or the highest technical score. The County shall select the proposal(s) that, in the County's sole discretion, is/are the most advantageous to the County, all factors considered.
- C. The evaluation of proposals may also include criteria addressed elsewhere in the RFP.

Proposal Scoring Laboratory		
Proposal Questions	Examples of Evaluation Criteria	Points
EXPERTISE OF PERSONNEL Section 7.3.A	<ul style="list-style-type: none"> Experience of proposed staff on equivalent projects Ability of proposed plan to support the requirements of the County 	40
METHOD OF PERFORMANCE Section 7.3.B	<ul style="list-style-type: none"> Does the Proposer have a history of successfully completing similar projects Do the business references indicate the Proposer is responsive, competent and qualified to do the work 	240
FACILITIES Section 7.3.C	<ul style="list-style-type: none"> Does the Proposer have the current and projected resources needed to accomplish the Contract and provide future support Does the Proposer take exceptions to contract terms and how significant are the exceptions 	120
PRICING ATTACHMENT B1	<ul style="list-style-type: none"> The proposed pricing addresses all the requirements and is both realistic and competitive 	100
		500

Proposal Scoring MRO/Collection Site		
Proposal Questions	Examples of Evaluation Criteria	Points
EXPERTISE OF PERSONNEL Section 7.4.A	<ul style="list-style-type: none"> Experience of proposed staff on equivalent projects Ability of proposed plan to support the requirements of the County 	40
METHOD OF PERFORMANCE Section 7.4.B	<ul style="list-style-type: none"> Does the Proposer have a history of successfully completing similar projects Do the business references indicate the Proposer is responsive, competent and qualified to do the work 	240
FACILITIES Section 7.4.C	<ul style="list-style-type: none"> Does the Proposer have the current and projected resources needed to accomplish the Contract and provide future support Does the Proposer take exceptions to contract terms and how significant are the exceptions 	120
PRICING ATTACHMENT B2	<ul style="list-style-type: none"> The proposed pricing addresses all the requirements and is both realistic and competitive 	100
	Total	500

Proposal Scoring COMBINED Laboratory & MRO/Collection Site		
Proposal Questions	Examples of Evaluation Criteria	Points
EXPERTISE OF PERSONNEL Section 7.3.A & 7.4.A	<ul style="list-style-type: none"> Experience of proposed staff on equivalent projects Ability of proposed plan to support the requirements of the County 	80
METHOD OF PERFORMANCE Sections 7.3.B & 7.4.B	<ul style="list-style-type: none"> Does the Proposer have a history of successfully completing similar projects Do the business references indicate the Proposer is responsive, competent and qualified to do the work 	480
FACILITIES Sections 7.3.C & 7.4.C	<ul style="list-style-type: none"> Does the Proposer have the current and projected resources needed to accomplish the Contract and provide future support Does the Proposer take exceptions to contract terms and how significant are the exceptions 	240
PRICING ATTACHMENT B3	<ul style="list-style-type: none"> The proposed pricing addresses all the requirements and is both realistic and competitive 	200
	Total	1000

2.5 Competitive Range

The evaluation of proposals and additional information may result in successive reductions of the number of proposals that remain in the Competitive Range. If applicable to the procurement, the firms remaining in the Competitive Range may be invited to continue in the proposal evaluation process, and negotiations.

2.6 Negotiations

The County may enter negotiations with one or more Proposers to finalize Contract(s) terms and conditions. Negotiation of a Contract(s) shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Contract(s). In the event negotiations are not successful, the County may reject proposals.

2.7 Contract(s) Award

Contract(s) award, if any, shall be made by the County to the responsible Proposer whose Proposal meets the requirements of the RFP, and is the most advantageous to the County taking into consideration all factors. The County is not required to award a Contract to the Proposer offering the lowest price. The County Shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

2.8 Insurance Requirements

The Proposer to whom the County awards a Contract pursuant to this RFP shall file with the County evidence of insurance from insurer(s) satisfactory to the County, certifying to the coverages of insurance set forth in this RFP. Such evidence of insurance shall be submitted within ten (10) Days of receipt of a written request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance shall result in rejection of the Proposal.

2.9 Execution of Contract and Notice to Proceed

The Proposer to whom the County intends to award the Contract Shall sign the Agreement and return it to the County. Upon authorization by the County Executive, or designee, a Contract Will be issued. Upon receipt by King County of any required Documentation and Submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

2.10 Public Disclosure of Proposals

This procurement is subject to the Washington Public Disclosure Act, RCW 42.17.250 et seq. Proposals submitted under this RFP shall be considered public documents unless the documents are exempt under the public disclosure laws. After the selection process has been concluded and both parties have signed a Contract, proposals shall be available for inspection and copying by the public

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer Shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County Will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County Will notify the Proposer of the request and allow the Proposer five (5) Days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County Will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

3 SECTION - STANDARD CONTRACTUAL TERMS AND CONDITIONS

3.1 Administration

This Contract is between the County and the Contractor who Will be responsible for providing the Work described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work have not been written with this intent.

The Contractor represents that it has or shall obtain all Personnel and equipment required to perform Work hereunder. Such personnel shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the Contract shall be disclosed; and the County shall determine whether conflicts of interest or ethical violations exist under the circumstances

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be Provided by the Contractor Shall be delivered to the Project Manager. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract Shall be addressed to the Buyer or Project Manager for response.

3.2 Contract Changes

The County may, at any time, without notice to the sureties, by written order, make any change in the Work within the scope of this Contract. No oral order or conduct by the County Will constitute a Change Order unless confirmed in writing by the County.

If any Change Order causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the delivery schedule, or both Shall be made and the Contract modified in writing accordingly. Every Change Order may require a cost/Price Analysis to determine the reasonableness of the proposed change.

The County may require additional supporting documents and cost or Price Analysis to determine the validity of the claim.

No claim by the Contractor for an equitable adjustment hereunder Will be allowed if asserted after final payment under this Contract. No claim Will be allowed for any costs incurred more than ten Days before the Contractor gives written notice, as required in this section.

3.3 Cost or Price Analysis

The County may require Cost or Price Analysis contract changes, terminations, revisions to Contract requirements or other circumstances as determined by the County.

3.4 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the Contract administrator, the Contractor Shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor Shall be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor Shall promptly submit its request for the termination payment, together with detailed supporting Documentation. If the Contractor has any

property in its possession belonging to the County, the Contractor Will account for the same and dispose of it in the manner the County directs. All termination payment requests are subject to cost/Price Analysis to determine reasonableness and compliance with the Contract, the Contract termination agreement, applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A Notice to Cure shall be served on the Contractor by certified mail (return receipt requested) or delivery service capable of providing a receipt. The Contractor shall have ten (10) Days to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination;
3. The Contractor shall only be paid for Work delivered and Accepted, or Work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment Shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County Will be liable only for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination; and,
2. The Contractor Shall be released from any obligation under this contract or a related Purchase Order to Provide further Work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.5 Force Majeure

The term "force majeure" Shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability to perform the requirements of

this Contract. If any party is rendered unable, wholly or in part, by Act of Nature or any other cause not reasonably within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition Shall be suspended only for the time and to the extent reasonably necessary to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then King County Shall be entitled to exercise any remedies otherwise Provided for in this Contract, including Termination for Default.

3.6 Payment Procedures

A. Invoices

Invoices Shall be furnished by the Contractor for goods and/or Services, which have been delivered or Provided to the County, to:

King County Drug & Alcohol Program
M/S KSC-TR-0113
200 South King Street
Seattle, Washington 98104

Important -- The County requires one invoice per requisition for payment processing. All invoices must include the following information:

1. Service Provided –
 - a. DOT (Pre-employment, Random, Post Accident, Reasonable Suspicion, Return to Duty, Follow up)
 - b. Non-DOT (Reasonable Suspicion, SAP Monitoring, Return to Duty, Follow-up)
 - c. Blind sample, Split Specimen
 - d. Shy Bladder, Shy Lung
 - e. On-Site Collection / Testing
 - f. Litigation Package
 - g. Court Prep / Testimony
 - h. Random Selection fees
 - i. Other
2. Date
3. Donor Name
4. Donor ID
5. DOT or Non-DOT
6. Collection
7. Lab Analysis
8. MRO Review
9. BAT – Screen
10. BAT – Confirm

Bill should be sorted first by service provided, then by date of service, then by last name. Failure to comply with this requirement may delay payment.

B. Payments

Within thirty (30) calendar Days after receipt of an invoice, the County Will pay the Contractor for authorized goods and/or Services satisfactorily delivered or performed. Acceptance of such payment by the Contractor Shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than 10 Days from the receipt of each payment the Contractor receives from King County. The Contractor agrees further to return retainage payments, if any, to each Subcontractor within 30 Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may only be made for good cause following written approval of King County.

3.7 Washington State Sales Tax

The County Will make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it Shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Services or supplies Provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to Provide the specified goods or Services consistent with applicable federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor Shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) Shall maintain and be liable for all taxes, (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state and local laws and regulations as may be required to provide the Work under this Contract.

3.9 Defective Work, Materials or Services

Prior to Final Acceptance, when and as often as the County determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor shall supply the County with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The County may reject or accept this plan at its discretion. If the County rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

3.10 Assignment

Neither party Shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract Shall be binding upon and inure to the benefit of the successors of the parties. This provision Shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. An assignment Shall be accepted by either party upon the posting of all required bonds,

securities and the like by the assignee, and the written Agreement by assignee to assume and be responsible for the obligations and liabilities of the Contractor or County, known and unknown, and applicable law.

3.11 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor Shall indemnify and hold harmless King County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and /or services Provided by or on behalf of the Contractor. In addition, the Contractor Shall assume the defense of King County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such goods and/or services: Shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by King County on account of such litigation or claims. This indemnification obligation Shall include, but is not limited to, all claims against King County by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees Shall be allowed to the prevailing party.

3.12 Applicable Law and Forum

Except as hereinafter specifically Provided, this Contract Shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any suit arising here from Shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.13 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

By entering into this Contract with the County to perform or perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it Shall not acquire any interest, which conflicts in any manner or degree with the Work, required to be performed under this Contract The Contractor shall not employ any Person or agent having any conflict of interest not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it Shall immediately disclose such interest to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.14 Disputes, Claims and Appeals

The Contractor Shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Buyer, within ten (10) calendar Days of the date in which the Contractor knows or should know of the question or claim. The Buyer Will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim Shall be deemed denied upon the tenth Day following receipt by the Buyer.

In the event the Contractor disagrees with any determination or decision of the Buyer, the Contractor may, within five (5) calendar Days of the date of such determination or decision, appeal the determination or decision in writing to the Procurement Services Division Manager. Such written notice of appeal Shall include all documents and other information necessary to substantiate the appeal. The Procurement Services Division Manager Will review the appeal and transmit a decision or determination in writing. The decision Will be considered final. Appeal to the Procurement Services Division Manager Shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the Procurement Services Division Manager and the Contractor or through alternative dispute resolution Will be decided in the Superior Court of King County, Washington, which Shall have exclusive jurisdiction and venue over all matters in question between the County and the Contractor. Mediation or arbitration are not mandatory prerequisites to filing a lawsuit.

Pending final decision of a dispute hereunder, the Contractor Shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer. Failure to comply precisely with the time deadlines under this Subsection as to any claim Shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

3.15 Mediation and Arbitration

Nothing in this paragraph precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be resolved by arbitration, and judgment upon the award rendered by the arbitrator may be entered in either King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle

3.16 Retention of Records, Audit Access and Proof of Compliance with Contract

(SEE Section 6-7 Specific Record Retention for FTA, FMCSA and DOT.)

A. Retention of Records

The Contractor and its subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

1. The County and its authorized representatives and designees as well as Federal, state or County auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or County auditors and the Program Manager shall have access

to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall provide proper facilities for such access, inspection and copying.

2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits shall be conducted in accordance with generally accepted auditing principles and/or federal, state or County audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).
3. If an audit is commenced more than sixty (60) Days after the date of final payment for Contract Work, the County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

C. Proof of Compliance with Contract

1. The Contractor shall, upon request, provide the County with satisfactory documentation of the Contractor's compliance with the Contract.
2. In addition, the Contractor shall permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

3.17 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies

3.18 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts, which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

Ref: KCC 10.14

3.19 Conflicts of Interest - Current and Former Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may Contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one (1) year after leaving the County's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a County employee.

Contractors who anticipate contracting with the County must identify at the time of offer, such current or former County employees involved in preparation of proposals or the anticipated performance of the Work if awarded the Contract. Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this Contract. In addition, after award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

3.20 Non-Discrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment and Provision of Services.

During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.

B. Nondiscrimination in Subcontracting Practices.

During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. Compliance with Laws and Regulations.

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination.

Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract.

D. Record Keeping.

King County encourages the Contractor to utilize small businesses, including Minority-owned and The County may, at any time, visit the Project Site, Contractors' and subcontractors' offices to review records related to the solicitation, utilization, and payment to subcontractors and suppliers in compliance with Executive Order 11246 as amended by Executive Order 11375. This provision includes compliance with any other requirements of this Section. The Contractor shall provide all reasonable assistance requested by King County during such visits. The Contractor shall maintain, for six (6) years after completion of all work under this Contract, the following:

1. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to subcontractors and suppliers in this Contract.
2. The Contractor shall make the foregoing records available to King County for inspection and copying upon request. Any violation of the mandatory requirements of the provisions of this subsection shall be a material breach of contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment.

E. Discrimination In Contracting.

King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither Contractor nor any party subcontracting under the authority of this Contract shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.

3.21 Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: www.metrokc.gov/finance/procurement/forms.asp.

3.22 Nonwaiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.23 Liquidated Damages

Negative DOT -Drug Test results shall be reported to MRO and negative Non-DOT Drug Test results shall be reported to the DER within 48 hours of collection. Positive DOT Drug Test results shall be reported to MRO and positive Non-DOT drug test results shall be reported to the DER within 72 hours of collection. MRO shall report verified negative results to DER the date of results receipt. The MRO shall report verified positive results to DER within 24 hours of results receipt or request assistance in contacting employee.

(See Section 6.2 Drug and Alcohol Testing - D. Reports)

Post Accident and Return to Duty drug test result shall be reported to MRO by 9am the next day. MRO shall report verified negative results to DER the date of results receipt. The MRO shall report verified positive results to DER within 24 hours of results receipt or request assistance in contacting employee.

For each Day after a 48 hour delay of reporting a post accident test result that the Result remains unreported, the contractor shall pay the County the sum of ***\$245.00*** per Day fixed and agreed, liquidated damages, but not as a penalty.

- A. The Contractor authorizes the County to deduct such liquidated damages from the amount due, or to become due, under the Contract. The Contractor further agrees that any such deduction shall not in any degree release the Contractor from further obligation and liabilities in regard to the fulfillment of the entire Contract.
- B. Time is of the essence on each and every portion of the Contract. In the Contract a definite and certain length of time shall be fixed for the performance of the Contract; this Contract time shall only be changed via contract change.
- C. Liquidated damage or any excess costs shall not be charged when the delay in completion of the Work is due to a Force Majeure delay or when the County causes the delay.

3.24 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

4 SECTION - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Documents and Precedence

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them Shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they Shall take precedence as listed on the "Contract", page 1.

4.2 Contract Term

The term of this Contract Shall be one (1) year, commencing on the date of the Contract Agreement. Upon written notice by King County, this Contract may be extended for four (4) additional one year periods. During extension periods, all terms and conditions of this Contract Shall remain in effect except those amended for the extension period. The maximum term for this Contract, consisting of the base period plus extensions, is five (5) years.

4.3 Pricing

Prices Shall remain firm for the duration of the initial Contract period. Thereafter, prices may be adjusted either upward or downward on the extension date of the Contract. The price adjustment Shall be based on the

→ "PPI Detailed Report",
Series ID : **PCU62151-62151-**
Not Seasonally Adjusted
Industry : **Medical and diagnostic laboratories** 62151-
Product : Medical and diagnostic laboratories 62151-
Base Date : 0312
Data :

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2004												100.0
2005	100.3	99.8	99.8	99.8	99.8	100.0	100.0(P)	100.0(P)	100.0(P)	100.1(P)		

P : Preliminary. All indexes are subject to revision four months after original publication.

The calculation of the price adjustment Will use one hundred (100%) percent of the change in the PPI, as described above, between the first Day of the Contract (or date of the PPI data used for the last price adjustment) and the latest monthly PPI data available before Contract extension.

Either King County or the Contractor may initiate a price adjustment. If the Contractor initiates the price adjustment, the Contractor Shall Provide the Buyer with a written request for the price adjustment and document the request with the calculation of the price adjustment using the pertinent PPI data.

If King County initiates the price adjustment, King County Shall Provide the documentation of the price adjustment to the Contractor.

The purchasing agent Shall determine the validity of a price adjustment. A Change Order to the Contract Will institute the price adjustment, Provide the new prices and establish the effective date for the new prices.

Example: Percent change in the PPI from prior adjustment is a 1.5 percent increase over the old price of \$65.00 each.
Price adjustment at time of Contract extension is:
1.015 times last price = new price.
 $1.015 \times 65.00 = \$65.98$ the new price.

King County Will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If prior Acceptance of the higher price has not been done by King County, the invoice may be rejected and returned to the Contractor for a correct invoice.

4.4 Notices

All notices or reports which are required or may be given pursuant to this Contract Shall be in writing and Shall be deemed duly given when delivered to the respective Executive offices of Contractor and County at the address first set forth below.

King County

For program specific questions contact:
King County Drug & Alcohol Program
M.S. KSC-TR-0113
200 South King Street
Seattle, WA 98104
Attn: Lori Jones
(206)684-1750
lori.jones@metrokc.gov

Contractor

(To be determined)

For contractual questions contact:
King County Procurement and Contract Services Section
M.S. EXC-ES-0871
Exchange Building, 8th Floor
821 Second Ave.
Seattle, WA. 98104-1598
Attn: Paul Russell
(206) 684-1054
paul.russell@metrokc.gov

4.5 Contract Agreement

Contract award Will occur when King County signs the Contract and issues the Contract Agreement. No other act of the County Shall constitute Contract award. The Contract Agreement is a computer-generated document with the awarded Contract number referencing the Contract and describing the awarded goods and/or Services. The Contract Agreement Will establish the Contract value and incorporate the terms of this document, but Will not be the authorization for the Contractor to proceed. After Contract award, the Project Manager Will issue Purchase Orders detailing the goods and/or Services to be delivered.

4.6 Purchase Orders

Purchase Orders Will be issued referencing this Contract Agreement number. The Purchase Orders Will define and authorize the delivery of goods and Services by the Contractor with a "not to exceed price" (based on the prices contained in Attachment B and estimated other direct costs, if applicable.) The purchase orders issued by Procurement Services Division may also modify the Contract terms, funding or other matters subject to Subsection 3-2, Change Orders.

4.7 Shipping Charges

All prices Shall include freight FOB to the designated delivery point. Requests for additional compensation for freight charges Will be rejected by the County.

4.8 Cost Mark-Up

Contractors Shall not mark up Subcontractor costs and Other Direct Costs (ODCs). The cost for Subcontractor management Shall be segregated into a single cost item and included as a separate task in the cost proposal in Attachment B.

4.9 Direct Costs Related to Additional Work

Direct costs for additional Work Shall be billed at cost without markup, as noted below or as revised by legislative action of the Council:

Reimbursement of Contractor travel, lodging and meal expenses are limited to the eligible costs based on the rates and criteria established in King County Code, chapter 3.24.

- A. The mileage rate allowed by King County Shall not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel. The IRS mileage rate Will be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during Work hours. Parking Shall be the actual cost. When rental vehicles are authorized, government rates Shall be requested. If a Person does not request government rates, he/she may be Personally responsible for the difference. Please reference the IRS web site for current rates. <http://www.irs.gov/>.
- B. Reimbursement for meals Shall be limited to the per diem rates established by Federal travel requisitions for the host city in the code of Federal Regulations, 41 CFR § 301, App.A.
- C. Accommodation rates Shall not exceed the Federal Lodging limit plus host city taxes. The Contractor must always request government rates.
- D. The direct costs contained in A, B and C above Will only be authorized by the King County Project Manager for Contractor staff living beyond commuting distance, normally considered to be for the travel beyond 100 miles of 821 Second Avenue, Seattle, WA.
- E. Air travel Shall be by coach class at the lowest price available at the time the King County Project Manager requests a particular trip. In general, a trip is associated with a particular Work activity of limited duration and only one round-trip ticket, per Person, Will be billed per trip.
- F. Cost for equipment, materials and supplies, such as approved equipment rental; telephone, telegraph and cable expenses; reproduction costs including blueprinting, photographing, telecopying, mimeographing, photocopying and printing; express charges; commercial printing, binding, art Work and models; and, computer programming and data entry costs Shall be billed without markup.
- G. Authorized subcontract Services; Provided that the limitations set forth in the above paragraphs Shall be applicable to such subcontract Services.
- H. Other direct costs, not listed above, may be billed if the County has given prior approval.
- I. Receipts required for purchases \$10 and over, not including meals.

4.10 Industrial and Hazardous Waste

The Contractor Shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

Contractor Shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the

Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

4.11 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any patented invention, article, process or method that may be used in performing this Contract or with the completed Work. The Contractor and the Contractor's sureties Shall indemnify and hold the County, together with its officers and employees, harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor Shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, its agent, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material, computer programs or equipment supplied or required to be supplied or used under the Contract, the Contractor Shall notify the County in writing and promptly substitute other articles, materials, computer programs or equipment in lieu thereof of equal efficiency, quality, finish, suitability and market value, and be satisfactory in all respects to the County.

4.12 Nondisclosure of Data

Data Provided by King County either before or after Contract award Shall only be used for its intended purpose. Proposers, vendors, contractors and Subcontractors Shall not utilize nor distribute the King County data in any form without the express written approval of King County.

4.13 Non-Disclosure Obligation

While providing the Service required under this Contract, the Contractor may encounter licensed technology, Software, Documentation, drawings, schematics, manuals, data or other materials marked "Confidential", "Proprietary" or "Business Secret". The Contractor Shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of the Contractor's own confidential information.

The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from King County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Agreement; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to King County's or the third (3rd) party's confidential information. The Contractor may disclose confidential information if so required by law, Provided that the Contractor notifies King County that the third (3rd) party of such requirement prior to disclosure.

4.14 Public Disclosure Requests

Contracts Shall be considered public documents and, with exceptions Provided under public disclosure laws, Will be available for inspection and copying by the public. All Software products Provided by the Contractor under this Contract are copyrighted and are proprietary to the Contractor.

If a Contractor considers any portion of the items including Software, data and Related Materials, delivered to King County to be protected under the law, the Contractor Shall clearly identify each such item with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such item, the County Will determine whether the material should be made available under the law. If the material or parts thereof are determined by King County to be exempt from public disclosure, King County Will not release the exempted documents. If the material is not

exempt from public disclosure law, the County Will notify the Contractor of the request and allow the Contractor ten (10) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County Will release the item deemed subject to disclosure. By signing a Contract, the Contractor assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

4.15 Disclosure

Pursuant to King County code 3.04.120, the Consultant must file a Contractor Disclosure Form with the Board of Ethics and the King County Executive, attached hereto as Attachment M.

4.16 Changed Requirements

New Federal, State and County laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements Will be implemented through Subsection 3-2, Change Orders.

4.17 Counterparts

This Contract may be signed in two counterparts, each of which Shall be deemed an original and which Shall together constitute one Contract.

5 SECTION - INSURANCE REQUIREMENTS

5.1 Evidence and Cancellation of Insurance

Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County received notice at least 45 Days prior to the effective date of any cancellation, lapse or material change in the policy.

The Contractor shall, upon demand of the County, deliver to the County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/ Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

5.2 Insurance Requirements

A. The Contractor shall obtain and maintain the minimum insurance set forth below.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent Provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, Errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that Services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be Provided.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection Provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, Personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000 per Claim and in Aggregate.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policies:
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. **Use the above exact language on the Endorsement Form.**
 - b. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the contractor in any way.
 - c. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

I. Endorsements

Endorsement must be included with insurance form, i.e. standard industry forms: "2010 111" or "GC 76 80 10 00. **The County requires this Endorsement to complete the Contract.**

6 SECTION - TECHNICAL SPECIFICATIONS

6.1 Scope of Service

Provide alcohol and drug testing services for King County employees, prospective employees and King County transit contractors, in accordance with Federal Transit Administration (FTA) regulations, 49 CFR part 655 "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations", Federal Motor Carrier Safety Administration (FMCSA) 49 CFR Part 382 "Controlled Substances and Alcohol Use and Testing" and Department of Transportation (DOT) 49 CFR part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

King County operates seven days a week, 24 hours a day. Urine collections and breath alcohol testing shall be conducted as required by the federal regulations (spread throughout the day, month and year).

Federal DOT drug and alcohol testing shall be performed in compliance with FTA, FMCSA and DOT regulations in accordance with the terms, conditions and specifications defined herein, during the term of the contract. The service provider or contractor shall comply with all applicable medical standards, Federal, State and local government safety codes, laws and regulations, relating to drug and alcohol testing.

The Medical Review Officer shall be located in King County.

The contractor(s) shall also provide Non-DOT alcohol and drug testing services for King County employees and King County transit contractors using the same guidelines/protocols as required by DOT with the exception of non-federal collection and breath alcohol test forms. Additional non-DOT tests shall be performed as described.

- A. The following functions are covered under federal regulations or King County requirements and shall be performed and/or provided by the contractor as appropriate.

Laboratory Services:

-
- | | |
|---|---|
| 1. DOT Testing - Specimen analysis | 4. Other Laboratory Testing – Specimen Validity Testing / Adulterants |
| 2. Data management | 5. Split Specimen |
| 3. Legally defensible records maintenance | 6. Non-DOT Drug Testing – Specimen analysis |

MRO / Collection Site Services:

-
- | | |
|---|--|
| 1. Alcohol testing | 7. Urine collection |
| 2. MRO verification - DOT | 8. Split Specimen |
| 3. Random selection | 9. Data management |
| 4. Non-DOT MRO verification | 10. Blind proficiency testing |
| 5. DOL Reporting | 11. Shy Bladder & Shy Lung Evaluations |
| 6. Legally defensible records maintenance – MRO/Collection Site | 12. Collection site management |

- B. DOT drug and alcohol testing program shall include, but not limited to the following tests and procedures for the categories listed below which are covered under DOT 49 CFR, part 40 Procedures.
1. Required Testing - DOT
 - a. Pre-employment
 - b. Reasonable suspicion
 - c. Post-accident
 - d. Random
 - e. Return to duty
 - f. Follow-up
 - g. Split Specimen
 - h. Blind Specimen
 2. Shy Bladder Evaluation
 3. Shy Lung Evaluation
 4. Other tests and/or evaluations that may be required as appropriate
- C. Non-DOT drug and alcohol testing program shall include, but not limited to the following tests and procedures for the categories listed below. DOT 49 CFR part 40 procedures shall be followed with the exception of using non-Federal custody and control forms and non-Federal alcohol testing forms.
1. Required Testing – Non-DOT
 - a. Reasonable Suspicion
 - b. SAP Monitor Testing – DOT look-alike (except THC screen @ 20 / confirm @ 15)
 - c. Return to Duty
 - d. Follow up
 - (1) DOT look-alike
 - (2) Medical Professional Panel
 - (3) Fentanyl
 - e. Split Specimen
 2. Shy Bladder Evaluation
 3. Shy Lung Evaluation
 4. Other tests that may be required as appropriate

6.2 Drug and Alcohol Testing

A. Drug and Alcohol Testing Requirements.

The Contractor(s) shall provide drug testing collection, analysis and Medical Review Officer verification and reporting for King County in accordance with FTA, FMCSA and DOT regulations 49 CFR parts 655, 382 and 40.

The contractor shall provide National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Testing equipment and breath alcohol testing in accordance with FTA, FMCSA and DOT regulations 49 CFR Parts 655, 382 and 40.

Note: Approximately 3,800 employees will be subject to random drug and alcohol testing each year (3,550 King County employees subject to FTA regulations and 250 King County employees subject to FMCSA regulations). Currently the random rates for FTA and FMCSA remain the same at 50% drug and 10% alcohol. King County random selections shall occur approximately 15-18 times per year.

1. Estimated number of tests per year :

Test Type - DOT	Drug	Alcohol
Pre-employment	500	
Random	1900	400
Reasonable Suspicion	10	10
Post Accident	150	150
Return to Duty	20	20
Follow-up	150	150

Test Type – Non-DOT	Drug	Alcohol
Reasonable Suspicion	10	10
Return to Duty	10	10
Follow-up – DOT look-alike	50	50
Follow-up – Medical Professional Panel	20	
Follow-up – Fentanyl	10	
SAP Monitor	50	10

Note: Approximately 150 collections and/or breath alcohol tests (random, post accident & reasonable suspicion) are performed between 8pm and 6am.

- a. The Contractor will pick up all specimens at the designated collection sites on a daily basis for delivery to laboratory.
- b. If the Contractor chooses to use a courier service the cost needs to be included in your price.
- c. The Contractor(s) shall provide and utilize 49 CFR Part 40 approved split sample urine collection kits for all DOT and non Federal urine collections.
- d. Federal custody and control forms and Federal alcohol test forms shall be used for all DOT required testing.
- e. Non-federal custody and control forms and non-federal alcohol test forms shall be used for all Non-DOT required testing.
- f. The contractor must avoid any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate.
- g. The contractor shall inform King County Program Manager, in writing, of any problems, discrepancies, or irregularities regarding the collection process.
- h. The contractor shall ensure that all post accident and reasonable suspicion drug tests are analyzed on a daily basis, reviewed by MRO and reported to King County by 9am the following calendar day.

- i. The contractor shall ensure that all post accident and reasonable suspicion alcohol test results, both positive and negative, shall be reported to King County Program Manager or Designated Employer Representative (DER) within 15 minutes of completion via phone and faxed to King County by 9am the following calendar day.
- j. The contractor shall ensure that all alcohol test forms and custody and control forms are faxed to King County Program Manager and originals sent via courier or U.S. mail within 24 hours of collection/test.
- k. Evidential Breath Testing devices shall meet all certification requirements established in 49 CFR part 40 and copies of all calibration records shall be provided on a regular basis to King County.
- l. Copies of documentation for all BAT training and retraining shall also be provided to King County.

B. Confidentiality-Laboratory

The laboratory shall maintain strict confidentiality of all test results in accordance with FTA, FMCSA and DOT regulations 49 CFR parts 655, 382 and 40. This confidentiality shall be maintained at all times and demonstrated through:

1. Store all specimens that test verified for drugs in a secure locked freezer for two (2) years, or as required by law whichever is greater. Evidence shall be stored in the original specimen container in which it arrived in order to guard against court claims of improperly conducted testing.
2. Store test results and chain of custody documents for five years or as required by law, in a secure area, complying with legal requirements.

C. Confidentiality-MRO/Collection Sites

The MRO/Collection Sites shall maintain strict confidentiality of all test results in accordance with FTA, FMCSA and DOT regulations 49 CFR parts 655, 382 and 40. This confidentiality shall be maintained at all times and demonstrated through:

1. Test results shall be reported to King County Program Manager or designated employer representative (DER) via the contractor-provided teleprinter or FAX machine on a daily basis.
2. Any specimen that has a chain of custody problem is tested only with prior approval from the King County program manager.
3. Custody and control forms shall be faxed on a daily basis to King County Program Manager or DER.
4. Alcohol Test forms shall be faxed on a daily basis to King County Program Manager or DER.
5. Store test results, chain of custody and memo for record documents for five years or as required by law, in a secure area, complying with legal requirements.
6. Store all MRO, shy bladder and shy lung documents for five years or as required by law, in a secure area, complying with legal requirements.
7. Store random selection, random pool, and any documentation related to the random process documents for five years or as required by law, in a secure area, complying with legal requirements.
8. Store Breath Alcohol Technician (BAT) certification training, retraining, education and Evidential Breath Testing Device calibration documents for five years or as required by law, in a secure area, complying with legal requirements.

9. Store Urine Collector certification training, retraining, and education documents for five years or as required by law, in a secure area, complying with legal requirements.
10. Store Medical Review Officer certification training, retraining, and education documents for five years or as required by law, in a secure area, complying with legal requirements
11. Store MRO five percent review documents for five years or as required by law, in a secure area, complying with legal requirements.

D. Reports

1. All drug/alcohol test results shall be forwarded to the King County Program Manager or DER on a daily basis via a contractor-provided confidential teleprinter, or other means as appropriate.
2. The contractor shall ensure that all drug test results (except Post Accident and Return to Duty) are reported to King County Program Manager within 48 hours. The MRO's staff shall notify King County Program Manager within 48 hours if there is a delay and shall provide a daily status report on pending results.
3. Post Accident and Return to Duty drug test results shall be reported to King County Program Manager by 9am the following day.
4. Laboratory reports shall be provided to King County Program Manager twice a year.
5. Laboratory shall report all Non-Federal drug test results directly to King County Program Manager or Designated Employer Representative via Fax within 48 hours of collection or provide a daily status report on all pending results.
6. The contractor shall ensure that all post accident, reasonable suspicion and return to duty alcohol test results (regardless of the results) and all test results equal to or greater than .02 be reported immediately to the Program manager or designated employer representative (DER) by phone and faxed to King County by the next day.
7. The contractor shall ensure that all negative alcohol test results, with the exception noted in #6 above, be faxed to DER within 24 hours.
8. Laboratory shall report DOT negative drug test results to MRO within 48 hours of collection. MRO shall report verified negative results to DER the date of results receipt.
9. Laboratory shall report Non-DOT negative drug test results to DER within 48 hours of collection.
10. Laboratory shall report positive drug test results to MRO within 72 hours of collection. The MRO shall report verified positive results to DER within 24 hours of result receipt or request assistance in contacting employee.
11. Laboratory shall report Non-DOT positive drug test results to DER within 72 hours of collection.
12. King County will allow three drug test result delays, greater than 48 hours on negatives and 96 hours on positives, per quarter. Any additional delays per quarter will result in a **no charge** for that specific collection, analysis, MRO review and reporting fee(s). In addition, post-accident and return to duty test results that are reported after 9am the following day will be **no charge**.

- a. DRUG Fatal flaws -, as defined in 49 CFR Part 40, will result in **no charge** for that specific collection, analysis, MRO review and reporting fee(s).

King County will allow three (3) correctable flaws, as defined in 49 CFR Part 40, per quarter. Any additional correctable flaw will result in **no charge** for that specific collection, analysis, MRO review and reporting fee(s).

Administrative errors on custody and control form shall be corrected with a memo for record and a copy of such record shall be forwarded to DER with test result. King County will allow six (6) per quarter. Any additional administrative errors shall result in a **no charge** for the collection fee.

- b. ALCOHOL Fatal flaws - King County will allow two alcohol test result delays, greater than 48 hours, per quarter. Any additional delays per quarter will result in a **no charge** for that specific Breath Alcohol Test.

E. Consultation Services - Laboratory

The Contractor is required to provide the following training and consultation services when required by the County:

1. The laboratories' corporate account manager (or designee) must be available on a daily basis, to answer questions and resolve problems.
2. Provide expert testimony on all laboratory-testing procedures in cases of litigation or arbitration.
3. Upon request, prepare a litigation package to include copies of all chain of custody documents, batch specimen review sheets, GC/MS data review file (graphic charts), resumes and credentials of all technicians involved in testing of specimens, laboratory testing report to include the initial immunoassay screen and the confirmatory gas chromatography/mass spectrometry test.

F. Consultation Services – MRO / Collection Site Staff

The Contractor is required to provide the following training and consultation services when required by the County:

1. The MRO/Collection Site Management corporate account manager (or designee) must be available on a daily basis, to answer questions and resolve problems.
2. Provide expert testimony on all breath alcohol test, urine collection and MRO procedures in cases of litigation or arbitration.

G. Consultation Fees.

Consultation service shall be provided by the contractor only on a pre-approved basis at the request of an authorized representative from King County. Reasonable travel and/or miscellaneous expenses shall also be reimbursed to the contractor as applicable. See Attachment B for fee schedule.

6.3 Shy Bladder / Shy Lung Evaluations

The Medical Review Officer shall perform a shy bladder or shy lung evaluation as required under Federal DOT regulations 49 CFR Part 40. Non-DOT tests that require such evaluation shall be performed as required under the same regulations. In addition, if requested by donor to review documentation from his/her personal physician, the MRO shall review such documentation prior to his/her final determination. If the MRO determines the donor needs further evaluation from a specialist, the MRO shall notify King County Program Manager or Designated Employer Representative (DER) to arrange for this evaluation. The final determination will reside with the MRO and the MRO will report to King

County Program Manager or DER verbally and in writing. Verbal notification shall be immediately after and determination and written shall be faxed within 24 hours.

6.4 Department of Licensing (DOL) reporting

- A. The MRO is required to report all Washington State Commercial Driver's License holders who have a verified positive drug test result to the DOL within three business days of the verification. Exception – employees/applicants subject to FTA 49 CFR part 655 shall not be reported unless approved by King County Program Manager or Designated Employer Representative (DER).
- B. The BAT is required to report all Washington State Commercial Driver's License holders who have a confirmed positive alcohol test result to the DOL within three business days of confirmation. Exception – employees/applicants subject to FTA 49 CFR part 655 shall not be reported unless approved by King County Program Manager or Designated Employer Representative (DER).
- C. Prior to reporting positive drug or alcohol test results to DOL, MRO and / or BAT shall confirm with King County Program Manager or Designated Employer Representative (DER) that reporting is required. Copy of documentation reported to DOL shall be faxed to King County Program Manager within 24 hours.

6.5 Personnel

The Contractor shall have all personnel necessary to perform the services required under this contract at all hours of facilities operation and that such personnel shall be qualified, experienced and licensed as required by laws and regulations to perform drug and alcohol testing and other related services.

6.6 Contractor's Facilities

The Contractor shall have the capability to accommodate at least twenty (20) people for testing at short notice on the same day at each or any of the proposer's facilities. Testing shall be performed on a 24-hour / seven days a week basis as appropriate. Multiple locations shall be provided throughout King County. At a minimum, locations shall be located in Seattle, East King County, South King County, and North King County including at least one 24 hour location.

6.7 Additional Services

If King County requires additional services within the scope of this agreement, they may direct the contractor in writing to do the additional work at unit prices set forth in the contract, or they may direct the contractor to do the additional work at a mutually agreed-upon lump sum or mutually agreed-upon unit prices. Performance of additional work without the prior express written consent of King County shall be at the contractor's sole expense.

6.8 Program Manager / Designated Employer Representative (DER)

Requests for services shall be made only by the program manager or designated employer representative(s) (DER) orally or in writing.

6.9 Record Retention

The Contractor shall maintain records, documents and other files directly related to the performance of work under this agreement in accordance with FTA, FMCSA and DOT regulations 49 CFR Parts 655, 382 and 40 and accepted professional practice and appropriate accounting procedures.

7 SECTION - Proposer Questions

7.1 Introduction

Depending on the pricing schedules you submit make sure you include in your proposal the corresponding answers to section 7.3 Laboratory and/or 7.4 MRO / Collection site.

B-1 Laboratory

7.3 Laboratory

B-2 MRO / Collection site

7.4 MRO / Collection site

B-3 Laboratory & MRO / Collection site (combined)

7.3 Lab & 7.4 MRO /Coll.

A. General

1. This section contains the proposal questions to be addressed by Proposers. Proposals shall address the questions in the order presented identifying the proposal questions by number. Proposals need to be specific, detailed and straightforward using clear, concise, easily understood language.
2. Proposers answering the proposal questions shall examine the entire Request for Proposal document including the instructions, terms and conditions, Scope of Work and applicable standards and regulations. Failure to do so shall be at the Proposers risk.
3. Business Entity And Financial Information
 - a. Provide the name, address, and telephone number of legal entity with which Contract is to be written.
 - b. Provide the name, address and telephone numbers of principal officers (President, Vice-President, Treasurer, Chairperson of the Board of Directors, and other executive officers.)
 - c. Primary contract person (Name, address, phone number and business hours).
 - d. Describe the legal status of the Proposer.
 - e. Provide the proposer's business license numbers for states other than Washington.
 - f. Evidence of adequate financial stability is a prerequisite to award of a Contract regardless of any other consideration. The Proposer shall submit financial resources information showing they have adequate financial resources for this project.

7.2 Proposers References

Experience and reliability of the Proposers organization are considered in the evaluation process. Therefore, the Proposer is advised to submit information, which documents successful and reliable experience in performing Work related to the requirements of this proposal.

A. The Proposer should include in their references: (Note: exclude contracts with King County.)

1. Name Of Contracting Agency, Or Company
2. Address
3. Telephone
4. Contact Person
5. Dates Of Contract
6. Contract Dollar Value
7. A brief, written description of the specific Work performed.

The above information may be shown on the miscellaneous form at the end of the RFP, or on any other form acceptable King County that includes the required information.

7.3 Laboratory

A. Expertise of Personnel - Laboratory

1. Submit detailed information of the staff proposed to perform drug testing/analysis, specimen validity testing and other related professional services, i.e.; consulting services, etc:
 - a. experience
 - b. qualifications / certifications / training
 - (1) Provide CV/Resumes of the Scientific Director and Certifying Scientists
 - (2) Verifiable documentation of a licensed laboratory
 - (3) Certification by the College of American Pathology and all sciences
 - (4) Forensic certification for urine drug testing for substance abuse testing
 - (5) Certification by the Department of Health and Human Services (DHHS)
 - (6) Verifiable documentation that all laboratories are directed by a pathologist and employ a Ph.D. Or M.D. toxicologist.
 - (7) Licenses may be included as appropriate capabilities.
 - c. Capabilities
2. If staff are not yet hired, the proposer should provide:
 - a. detailed descriptions of the required employment qualifications
 - b. detailed job descriptions of the position to be filled, including the type of individual proposed for hire, along with a copy of proposer's screening/hiring process.

Note: The proposer may utilize miscellaneous reference documents for displaying such information, or may use any other method that reflects the required information.
3. Statement that all shifts are staffed by a qualified supervisor who is available to answer questions and monitor operations.
4. Statement that a training coordinator is available, as appropriate, to assist in the development and implementation of laboratory testing procedures and will act as a liaison / troubleshooter between the laboratory and King County.
5. Identify primary contact person who will be responsible for the administration of this contract.

B. Method of Performance – Laboratory

Proposals will be evaluated based on the proposer's plan for performing the Work in compliance with FTA, FMCSA and DOT requirements. State in your own words how you will perform the work. Do not duplicate or repeat the exact proposal language, or paraphrased the RFP language as an original idea.

1. Describe in detail your plan for performing the following Laboratory services, which shall include, but not limited to:
 - a. DOT Testing – Specimen analysis
 - b. Other Laboratory Testing – Specimen Validity Testing / Adulterants
 - c. Data Management
 - d. Split Specimen

- e. Legally defensible records maintenance
 - f. Non-DOT Drug Testing – Specimen analysis
 - g. Confidentiality
 - h. Reports
 - i. Consultation Services
 - j. Records Retention
 - k. Specimen Storage
2. Provide responses to following questions and requests:
- a. What % and number of tests were cancelled at the laboratory in the past two (2) years?
 - b. What were the reasons for the cancellations?
 - c. What are your capabilities for specimen validity testing?
 - d. What adulterants are you capable of testing for?
 - e. What % and number of tests were reported as invalid?
 - f. What was the reason for the invalid?
 - g. What is your process for handling invalids?
 - h. What % and number of tests were reported as adulterated?
 - i. What is your process if you encounter an unknown adulterant?
 - j. What were the adulterants found and was that information provided to the MRO?
 - k. Have you ever had a positive result not reconfirm on the split? If yes, what was the outcome?
 - l. Do you choose to report specimens invalid instead of reporting a specific adulterant identified or that you are not capable of identifying the adulterant?
 - m. What is the turn-around time King County can expect on DOT test results reported to MRO?
 - n. What is the turn-around time King County can expect on NON-DOT test results reported to Program Manager?
 - o. Will you provide all necessary pre-printed Federal and Non Federal forms and specimen collection kits to collection sites?
 - p. Any other issues which you deem pertinent to providing this kind of service.
3. Describe contractor(s) ability to meet requirements of DOT, FTA and FMCSA regulations, 49 CFR Parts 40, 655 and 382.
- a. Please describe the service(s) you provide in detail, as it relates to the DOT, FTA and FMCSA requirements of this RFP.
 - b. Describe in detail, the chain of custody to be maintained through all stages of the drug testing process from initial specimen collection to reporting the final results to the King County Program Manager or Designated Employer Representative (DER).
 - c. The proposer's detail plan should be straightforward and limited to facts, solutions to issues, and plans of proposed action.
4. The Proposer should provide an organizational chart showing the staffing and lines of authority for key personnel within their Organization.

5. The Proposer should specifically describe and provide samples of the proposed method of performance:

Samples of all supplies, forms, reports, etc. which shall be used in the performance of the contract.

- a. Chain of custody – DOT & Non-DOT
- b. Alcohol Test Form – DOT & Non-DOT
- c. Specimen bottle,
- d. Tamper evident tape and bag,
- e. Litigation package
- f. Approved split sample urine collection kit
- g. Billing statement
- h. Lab Report – DOT
- i. Lab Report – Non-DOT
- j. Any other samples deemed appropriate

C. Facilities – Laboratory (See Subsection 6.6)

1. Describe your Laboratory:
 - a. Location(s) of Laboratory – Primary and secondary (for split specimen)
 - b. Hours of operation – include screening and confirmation testing times
 - c. Personnel by facility
 - (1) name(s),
 - (2) title and
 - (3) telephone number(s)
 - d. How long have you been a DHHS certified lab?
2. Verifiable documentation of licenses and certifications relating to the requirements of this RFP, with a minimum of five (5) years experience providing Laboratory Testing Service to the transportation industry or other closely related industries.

7.4 MRO / Collection Site

A. Expertise of Personnel – MRO / Collection Site

1. Submit detailed information of the staff proposed to perform urine collection, Breath Alcohol Testing and other related professional services, i.e.; shy bladder/shy lung evaluations and other related professional services, consulting services, etc:
 - a. experience
 - b. qualifications / certifications / training
 - (1) Provide the CV-Resumes, certifications, training and continuing education documentation of the MRO(s) who will be reviewing results and performing shy bladder and shy lung evaluations
 - (2) Provide Certification, training and retraining documentation for all Breath Alcohol Technicians by collection site
 - (3) Provide Certification, training and retraining documentation for all Collectors by collection site

- c. capabilities.
 - d. licenses may be included as appropriate.
2. If staff are not yet hired, the proposer should provide:
- a. detailed descriptions of the required employment qualifications.
 - b. detailed job descriptions of the position to be filled, including the type of individual proposed for hire, along with a copy of proposer's screening/hiring process.

Note: The proposer may utilize miscellaneous reference documents for displaying such information, or may use any other method that reflects the required information.

- 3. Statement that all shifts are staffed by a qualified supervisor who is available to answer questions and monitor operations.
- 4. Statement that a training coordinator is available, as appropriate, to assist in the development and implementation of collection and MRO procedures and will act as a liaison / troubleshooter between the MRO office, collection sites and King County.
- 5. Identify primary contact person who will be responsible for the administration of this contract.

B. Method of Performance – MRO / Collection Site

Proposals will be evaluated based on the proposer's plan for performing the Work in compliance with FTA, FMCSA and DOT requirements. State in your own words how you will perform the work. Do not duplicate or repeat the exact proposal language, or paraphrased the RFP language as an original idea.

- 1. Describe in detail your plan for performing the following MRO / Collection Site services, which shall include, but not limited to:
 - a. Alcohol Testing
 - b. Urine Collection
 - c. Insufficient volume – Shy Bladder procedures
 - d. MRO Verification – DOT
 - e. Split Specimen
 - f. Random Selection
 - g. Data Management
 - h. Non-DOT MRO verification
 - i. Blind Proficiency testing
 - j. DOL Reporting
 - k. Shy Bladder & Shy Lung Evaluations
 - l. Legally defensible records maintenance
 - m. Collection Site Management
 - n. Confidentiality
 - o. Reports
 - p. Consultation Services
 - q. Records Retention
 - r. Calibration of Evidential Testing Devices – Quality Assurance Plan / Documentation

2. Provide responses to following questions and requests:
 - a. What % and number of correctable flaws on Federal custody and control forms and alcohol test forms have you had in the past two (2) years?
 - b. What were the correctable flaws?
 - c. Was collector/BAT retraining performed and documentation maintained?
 - d. What % and number of fatal flaws on Federal custody and control forms and alcohol test forms have you had in the past two (2) years?
 - e. What were the fatal flaws?
 - f. Was collector/BAT retraining performed and documentation maintained?
 - g. What action(s) do you take to ensure future specimen collections/breath alcohol tests are performed correctly?
 - h. What is your process for shy bladders?
 - (1) How do you monitor fluid consumption and supervision of donor?
 - (2) Do you provide bottled water?
 - (3) Do you have accessible water in waiting area?
 - (4) How and where do you document?
 - i. What is the turn around time it takes MRO to issue a ruling regarding a positive test?
 - j. What is the turn around time King County can expect on reporting negative test results?
 - k. Identify software package you use for random selection and data management.
 - l. Identify software used for recordkeeping.
 - m. How will you inform King County Program Manager of the employees selected for random testing?
 - n. Describe process and recordkeeping of MRO 5% review. Provide example of how you maintain data to meet the recordkeeping requirement.
 - o. How quickly can you perform shy bladder and shy lung evaluations.
 - p. Describe your procedures for shy bladder and shy lung evaluations.
 - q. Have you had any DOT (any/all mode) drug and alcohol audits? If yes, provide dates, copies of your findings and documentation of corrections.
 - r. Describe your process to ensure all EBT clocks are accurate.
 - s. Provide history of disputes related to your collection and BAT process and services and the outcomes. Include any complaints against your collectors, BATs, MRO, your processes or services.
 - t. Any other issues which you deem pertinent to providing this kind of service.
3. Describe contractor(s) ability to meet requirements of DOT, FTA and FMCSA regulations, 49 CFR Parts 40, 655 and 382.
 - a. Please describe the service(s) you provide in detail, as it relates to the DOT, FTA and FMCSA requirements of this RFP.
 - b. Describe in detail, the chain of custody to be maintained through all stages of the drug testing process from initial specimen collection to reporting the final results to the King County Program Manager or Designated Employer Representative (DER).

- c. The proposer's detail plan should be straightforward and limited to facts, solutions to issues, and plans of proposed action.
- 4. Provide an organizational chart showing the staffing and lines of authority for key personnel within their Organization.
- 5. Provide samples of the following: supplies, forms, reports, etc. which shall be used in the performance of the contract.
 - a. Chain of custody – DOT & Non-DOT
 - b. Alcohol Test Form – DOT & Non-DOT
 - c. Specimen bottle,
 - d. Tamper evident tape and bag,
 - e. Litigation package
 - f. Approved split sample urine collection kit
 - g. Billing statement
 - h. All Test Results Letters/Reports
 - i. Shy Lung Evaluation Letter/Report
 - j. Shy Bladder Evaluation Letter/Report
 - k. Cancelled (by Laboratory) Drug Letter/Report
 - l. Cancelled (by MRO) Drug Letter/Report
 - m. Blind Proficiency Letter/Report (shall include expected result and actual result)
 - n. Split sample Result Letter/Report
 - o. Corrective action letter (collection site error – drug and/or BAT)
 - p. Any other samples deemed appropriate

C. Facilities, MRO / Collection Sites – (See Subsection 6.6)

- 1. Describe your collection facilities, staff & MRO office:
 - a. Location of Collection sites and MRO office
 - b. Hours of Collection sites and staffing coverage – include BAT capabilities at each location
 - c. Hours of MRO office – include available for phone calls and test result reporting
 - d. Personnel by collection site and MRO office
 - (1) name(s),
 - (2) title,
 - (3) job function and
 - (4) telephone number(s)
 - e. Provide map of contractor's facilities and their proximity to King County work locations (see Exhibit 1)
 - f. How samples are transported to laboratory;
 - g. Availability of mobile unit or person to conduct on-site collection and EBT testing;
 - h. Availability of 24 hour collection facility that can perform urine collection and BAT tests.
 - i. Availability of same gender observed collections 24 hours a day.

- j. Specific type approved EBT device(s) you have or use in your business;
 - k. How long have you used these EBT devices?
 - l. What is the Quality Assurance Plan for each EBT device?
 - m. Provide copies of calibration logs for all EBTs - 2004 to date.
- 2. Provide digital photographs of waiting room and all areas used to perform urine collection, breath alcohol test and completion of DOT and Non-DOT federal paperwork. Provide any additional photographs you deem appropriate.
 - 3. Verifiable documentation of licenses and certifications relating to the requirements of this RFP, with a minimum of five (5) years experience providing MRO, BAT and Collection Site Service to the transportation industry or other closely related industries.

INSTRUCTIONS TO PRICING

A. DOT & Non-DOT “look alike” Drug Testing:

Shall include five tests (screening & confirmation levels per 49 CFR Part 40)

1. Amphetamines,
2. Cocaine metabolites,
3. Opiates,
4. Marijuana and metabolites, and
5. Phencyclidine (PCP).

Note: Fee shall include split collection, analysis, MRO review, reporting results, *stat fee, all supplies, paperwork, courier, recordkeeping and all other requirements associated with the drug test.

*King County requires stat analysis, MRO review and reporting at a maximum of five per quarter.

B. Non-DOT Drug Testing - SAP:

Shall include five tests (screening & confirmation levels per 49 CFR Part 40 except Marijuana and metabolites screen at 20, confirm at 15)

1. Amphetamines,
2. Cocaine metabolites,
3. Opiates,
4. Marijuana and metabolites, and
5. Phencyclidine (PCP).

Note: Fee shall include split collection, analysis, MRO review, reporting results, all supplies, paperwork, courier, recordkeeping and all other requirements associated with the drug test.

C. Non-DOT Drug Testing - Medical Professional Panel:

Shall include:

1. Amphetamines,
2. Barbiturates,
3. Benzodiazepines,
4. Cannabinoids (THC Metabolite), and
5. Cocaine (as Benzoyllecgonine),
6. Ethanol (Alcohol),
7. Meperidine,
8. Methadone,
9. Opiates, and
10. Oxycodone;
11. Phencyclidine (PCP);
12. Propoxyphene

D. Non-DOT Drug Testing - Fentanyl

E. Alcohol Testing:

Shall cover the EBT Test.

INSTRUCTIONS TO SUBMISSION OF PROPOSAL

A. Which Attachment B 1-2 or 3 to Submit:

1. Proposers should submit proposals for all schedules that you wish to provide services.
2. For instance, if you propose B-3 combined you may also wish to be considered for B-1 Laboratory and/or B-2 MRO / Collection site if awarded separately.
3. If proposer is a Laboratory JUST propose B-1 Laboratory.
4. If proposer is a MRO / Collection site JUST propose B-2 MRO / Collection site.
5. If a Laboratory and/or a MRO / Collection site wishes to team and submit for all schedules other than the Laboratory or the MRO / Collection site proposer must be the lead and the other proposer listed as a subcontractor.
6. You will only be considered for schedules that you complete (B1, B2, and /or B3).

B. Alternate Proposal Submission

A 'MRO / Collection site' Proposer may submit more than one Attachment B-3 proposal if they choose to submit with alternate laboratories. The proposer must submit completely separate proposal for each combination of MRO / Collection site with a Lab. That means that each Proposal stands on its own and is evaluated separately.

ATTACHMENT B 1 Laboratory

ALCOHOL & DRUG TESTING SERVICES

	Description	Est Qty	Unit Price
1.	DOT Drug Test (includes reporting to MRO)		
	Analysis	2800	
	Split Specimen (includes primary and secondary lab fee)	10	
2.	Non-DOT Drug Test (includes reporting to DER)		
	Analysis - DOT Look alike	100	
	Analysis - SAP	30	
	Analysis - Medical Professional Panel	25	
	Analysis - Fentanyl	15	
	Split Specimen (includes primary and secondary lab fee)	5	
3.	Litigation Package		
	Laboratory	3	
4.	Other		
	Fee		

CONSULTATION/PROFESSIONAL FEES

Consultation / Professional fees shall be charged for services provided beyond normal scope of work.

	Rate per Hr		Rate per Hr
Certifying Scientist		Other (Specify)	
Scientific Director		Other (Specify)	

See Subsection 1-14 Standard payment is net 30 days. This Price Form must accompany the Proposal

Name of Individual, Partner / Title

Proposer

Authorized Signature

ATTACHMENT B 2 MRO/Collection Site

ALCOHOL & DRUG TESTING SERVICES

	Description	Est Qty	Unit Price
1.	DOT Drug Test:		
	Collection	2800	
2.	Non DOT Drug Test:		
	Collection	180	
3.	MRO Function:		
	Blind Samples	100	
	DOT Test Medical Review & Reporting to DER - all	2800	
	Non-DOT Test Medical Review & Reporting to DER – non-negatives only	10	
4.	Breath Alcohol Test:		
	DOT - Screen	750	
	DOT - Confirmation	10	
	Non-DOT - Screen	70	
	Non-DOT - Confirmation	5	
5.	On-Site Collection / Mobile		
	Portal to Portal Fee	25	
	Urine Collection	25	
	BAT	25	
6.	Evaluation		
	Shy Bladder	5	
	Shy Lung	5	
7.	DOT Drug Test & Non DOT Drug Test		
	Split Specimen Analysis (MRO review and reporting)	15	
8.	Random Selection (2-3 Pools)		
	Quarterly Fee	4 Qtrs	
9.	Litigation Package		
	MRO/ Collection Site	3	
10.	Other		
	Fee		

CONSULTATION/PROFESSIONAL FEES

Consultation / Professional fees shall be charged for services provided beyond normal scope of work.

	Rate per Hr		Rate per Hr
Medical Review Officer (MRO)		Collector	
Physician M.D.		Other (Specify)	
Breath Alcohol Technician (BAT)		Other (Specify)	

See Subsection 1-14. Standard payment is net 30 days. This Price Form must accompany the Proposal.

Name of Individual, Partner / Title

Proposer

Authorized Signature

ATTACHMENT B 3 COMBINED Laboratory & MRO/Collection Site

ALCOHOL & DRUG TESTING SERVICES

	Description	Est Qty	Unit Price
1.	DOT Drug Test (includes reporting to MRO)		
	Collection, Analysis, MRO & reporting to DER	2800	
	Split Specimen (includes primary, secondary lab, MRO review & reporting)	10	
2.	Non-DOT Drug Test (includes reporting to DER)		
	Collection & Analysis - DOT Look alike	100	
	Collection & Analysis - SAP	30	
	Collection & Analysis - Medical Professional Panel	25	
	Collection & Analysis - Fentanyl	15	
	Split Specimen (includes primary& secondary lab, MRO review & reporting)	5	
3.	MRO Function – Additional (to items 1&2):		
	Blind Samples	100	
	Non-DOT Test Medical Review – non-negatives only	10	
4.	Breath Alcohol Test:		
	DOT - Screen	750	
	DOT - Confirmation	10	
	Non-DOT - Screen	70	
	Non-DOT - Confirmation	5	
5.	On-Site Collection / Mobile		
	Portal to Portal Fee	25	
	Urine Collection	25	
	BAT	25	
6.	Evaluation		
	Shy Bladder	5	
	Shy Lung	5	
7.	Random Selection (2-3 Pools)		
	Quarterly Fee	4 Qtrs	
8.	Litigation Package		
	MRO/Collection Site	3	
	Laboratory	3	
9.	Other		
	Fee		

CONSULTATION/PROFESSIONAL FEES

Consultation / Professional fees shall be charged for services provided beyond normal scope of work.

	Rate per Hr		Rate per Hr
Medical Review Officer (MRO)		Certifying Scientist	
Physician M.D.		Scientific Director	
Breath Alcohol Technician (BAT)		Other (Specify)	
Collector		Other (Specify)	

See Subsection 1-14. Standard payment is net 30 days. This Price Form must accompany the Proposal.

Name of Individual, Partner / Title

Proposer / MRO

Authorized Signature

Lab

EXHIBIT 1 KING COUNTY SAFETY SENSITIVE WORK LOCATIONS

ATLANTIC BASE OPERATIONS & VEHICLE MAINTENANCE / CENTRAL BASE OPERATIONS & VEHICLE MAINTENANCE / SERVICE QUALITY / SECURITY

1270 Sixth Avenue South
SEATTLE

BELLEVUE BASE OPERATIONS & VEHICLE MAINTENANCE

1790 124th Avenue NE
BELLEVUE

EAST BASE OPERATIONS & VEHICLE MAINTENANCE

1975 124th Avenue NE
BELLEVUE

NORTH BASE OPERATIONS & VEHICLE MAINTENANCE

2160 North 165th Street
SHORELINE

SOUTH BASE OPERATIONS & VEHICLE MAINTENANCE

12100 E Marginal Way South
SEATTLE

SOUTH TRAINING / SAFETY

11911 E Marginal Way South
SEATTLE

SERVICE COMMUNICATIONS

821 Second Avenue
SEATTLE

NRV / TUNNEL FACILITIES

1301 Airport Way South
SEATTLE

STORES / UNIT REPAIR

12200 E Marginal Way South
SEATTLE

CUSTODIAL FACILITIES MAINTENANCE

1301 Airport Way South Bldg 3
SEATTLE

LAKE UNION FACILITIES

1602 North Northlake Place
SEATTLE

SOUTH FACILITIES MAINTENANCE

11911 E Marginal Way South Bldg C
SEATTLE

POWER DISTRIBUTION

2255 Fourth Avenue South
SEATTLE

ROADS MAINTENANCE / TRAFFIC MAINTENANCE / FLEET ENGINEERING /

155 Monroe Avenue NE
RENTON

AIRPORT FACILITIES

7277 Perimeter Road, RM 200
SEATTLE

BRUGGERS BOG PIT (BOG)

19547 25th Avenue NE
SEATTLE

CADMAN PIT

19010 NE Union Hill Road
REDMOND

BLACK DIAMOND PIT (DIAMOND)

20827 Auburn-Black Diamond Road
AUBURN

FALL CITY PIT

4341 Preston-Fall City Road SE
FALL CITY

ISSAQUAH PIT

23240 SE 74TH
ISSAQUAH

SKYHOMISH PIT

74212 Old Cascade Hwy
SKYKOMISH

STAR LAKE PIT

26701 28th Avenue South
KENT

SUMMIT PIT

22801 SE 272nd Place
MAPLE VALLEY

RENTON PARKS SHOP

3005 NE Fourth Street
RENTON

NORTH UTILITY MOW CREW

9304 Juanita Drive
KIRKLAND

SOOS CREEK MOW CREW (PARKS)

24810 148th Avenue SE
KENT

LUTHER BURBANK PARK

2040 84th Avenue SE
MERCER ISLAND

CEDAR HILLS TREATMENT (SOLID WASTE)

15900 227th Avenue SE
MAPLE VALLEY

WEST POINT WASTEWATER TREATMENT

1400 Utah Street West
SEATTLE

RENTON WATEWATER TREATMENT

1200 Monster Road SW
RENTON

PROPOSAL OPENING LABEL

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

U R G E N T – SEALED PROPOSAL ENCLOSED	
Do Not Delay – Deliver Immediately	
U R G E N T	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-ES-0871 Seattle, WA 98104-1598
	Proposal No. 05-002 PR
	Proposal Title Drug & Alcohol Testing
	Due Date
	Vendor
U R G E N T	